

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARKETFARE FOODS, INC.		07/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	100 W WASHINGTON ST, 15TH FLOOR		
Internal Address:	MAC S4101-158		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85003		
Entity Type:	NATIONAL BANKING: UNKNOWN		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0961608	SMILEYS	
Registration Number:	1275428		
Registration Number:	1286250	AUNT BEA'S	
Registration Number:	1294751	DELI PRIDE	
Registration Number:	1391003	OLD SANTA FE	
Registration Number:	1528508	SOUTHERN ACRES	
Registration Number:	2570579	SONRITOS	
Registration Number:	2579293	MARKETFARE	
Registration Number:	2777084	BERKELEY BISTRO TO GO	
Registration Number:	2853302	ALLSTARS	
Registration Number:	2879734	BISTRO TO-GO	
Registration Number:	2974035	BISTRO TO-GO	
Registration Number:	2987295	CARB FRIENDLY	

OP \$415.00 0961608

900142223

TRADEMARK
 REEL: 004055 FRAME: 0153

Registration Number:	3048688	CARB FRIENDLY
Registration Number:	3049989	DELI PRIDE
Registration Number:	3082334	OLD SANTA FE

CORRESPONDENCE DATA

Fax Number: (602)254-4878

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602-257-7951

Email: mpischner@gustlaw.com

Correspondent Name: Mary Pischner

Address Line 1: 201 E. Washington, Suite 800

Address Line 4: Phoenix, ARIZONA 85304

ATTORNEY DOCKET NUMBER:	014842-00151
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NAME OF SUBMITTER:	Mary Pischner
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Signature:	/marypischner/
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Date:	08/31/2009
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Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 21, 2009 is made by and among MARKETFARE FOODS, INC., a Delaware corporation, the address and place of business of which is 2512 East Magnolia Street, Phoenix, Arizona 85034 (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division, whose address and principal place of business is 100 West Washington Street, Phoenix, Arizona 85003 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Indebtedness (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, including all registrations and applications to register trademarks and service marks, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby collaterally pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the

Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title to any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest granted under this Agreement are more fully set forth in the Credit Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

4. Representations, Warranties and Agreements. In addition to the representations and warranties of Debtor contained in the Credit Agreement, the Debtor hereby represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately lists all applications for patents pending on the date hereof.

(b) **Trademarks.** Exhibit B accurately lists all federally registered Trademarks and all applications for such registration of Trademarks owned by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(c) **Intentionally Omitted.**

(d) **Intentionally Omitted.**

(e) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(f) **Intentionally Omitted.**

(g) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 7, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time during a Default Period under the Credit Agreement to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, during a Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any

third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

(h) ***Intent to Use Applications.*** Debtor has or may have in the future considered the adoption of trademarks or service marks for which it has or will file applications for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder.

5. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as Secured Party has not required otherwise during a Default Period.

6. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

7. Remedies. During a Default Period, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

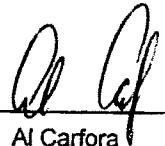
(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

8. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

MARKETFARE FOODS, INC.

By 
Name Al Carfora
Its President

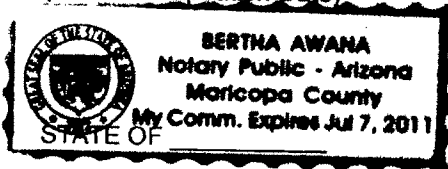
~~WELLS FARGO BANK, NATIONAL~~
ASSOCIATION, acting through its Wells Fargo
Business Credit operating division.

By _____
Its _____

STATE OF AZ
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 22 day of July, 2009,
by AL CARFORA, the PRESIDENT of MarketFare Foods,
Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)




Notary Public

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of July, 2009,
by _____ a _____ of Wells Fargo Bank,
National Association, acting through its Wells Fargo Business Credit operating division, on
behalf of the corporation.

(Seal and Expiration Date)

Notary Public

The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

~~MARKETFARE FOODS, INC.~~

By _____
Its _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, acting through its Wells Fargo
Business Credit operating division.

By  _____
Its  _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of July, 2009,
by _____, the _____ of MarketFare Foods,
Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 2nd day of July, 2009,
by Kevin Pearce, a Vice President of Wells Fargo Bank,
National Association, acting through its Wells Fargo Business Credit operating division, on
behalf of the corporation.

(Seal and Expiration Date)



Mary E. Pischner
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

PATENTS PENDING

<u>Title</u>	<u>Serial Number</u>	<u>Date Filed</u>
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NONE

FOREIGN PATENTS PENDING

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
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NONE

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SMILEY'S	961,608	June 19, 1973
DESIGN (LADY IN APRON)	1,275,428	April 24, 1984
AUNT BEA'S	1,286,250	July 17, 1984
DELI PRIDE	1,294,751	September 11, 1984
OLD SANTA FE	1,391,003	April 22, 1986
SOUTHERN ACRES	1,528,508	March 7, 1989
SONRITOS	2,570,579	May 21, 2002
MARKETFARE	2,579,293	June 11, 2002
BERKELEY BISTRO TO GO	2,777,084	October 28, 2003
ALLSTARS	2,853,302	June 15, 2004
BISTRO TO-GO	2,879,734	August 31, 2004
BISTRO TO-GO	2,974,035	July 19, 2005
CARB FRIENDLY	2,987,295	August 23, 2005
CARB FRIENDLY	3,048,688	January 24, 2006
DELI PRIDE	3,049,989	January 24, 2006
OLD SANTA FE	3,082,334	October 28, 2003

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

FOREIGN REGISTERED MARKS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
MARKETFARE	Mexico	642,628	February 23, 2000
ROUNDSTREET	Mexico	688,340	February 28, 2001

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
MARKETFARE	Canada	1,371,998	November 14, 2007

STATE TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
DELIFRESH	Washington	30932	September 24, 2002
DELIFRESH	Idaho	17340	September 23, 2002